



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA

There will be a meeting of the Public Works and Utilities Committee on Tuesday, January 23, 2018 to begin at 3:30 p.m. at 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

October 24, 2017

November 13, 2017

November 28, 2017 – Deferred

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. Sidewalk and Granite Curb at Beaufain and Smith Streets- Approval to notify SCDOT that the City intends to accept maintenance responsibility for the 292 LF of sidewalk and 297 LF of Granite Curb to be constructed along Beaufain and Smith Streets, within the SCDOT rights-of-ways (S-393) (S-871)
 - a. Letter
 - b. Map
2. Grand Terrace at Grand Oaks-Acceptance and Dedication of a portion of Claret Cup Way (50' R/W, 652 LF), Spindlewood Way (50' R/W, 772 LF), Water Lotus Drive (70' & 50' R/W, 1,122 LF). There are 85 lots. All infrastructure with the exception of sidewalks has been completed. The sidewalks have been bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Exclusive Storm Water Drainage Easements
 - d. Plat

3. Oak Bluff Phase 1B- Acceptance and Dedication of a portion of Oak Bluff Avenue (30' R/W, 508 LF). There are 19 lots. All infrastructure has been completed.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Exclusive Storm Water Drainage Easements
 - d. Plat

E. Requests for Permanent Encroachments

None

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

- G. **1303 Smythe St.** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **January 17, 2018.**
- H. **116 Brailsford Street** – transfer of temporary irrigation encroachment permit from David Weekly Homes to James and Marilyn Geiger. **January 17, 2018.**
- I. **161 Brailsford St.** – installing 6 irrigation sprinkler heads into right-of-way. This encroachment is temporary. **January 17, 2018.**
- J. **185 Brailsford St.** - installing 5 irrigation sprinkler heads into right-of-way. This encroachment is temporary. **January 17, 2018.**
- K. **50 Watroo Point** - installing 7 irrigation sprinkler heads into right-of-way. This encroachment is temporary. **January 17, 2018.**
- L. **205 Black Powder Lane** - installing 7 irrigation sprinkler heads into right-of-way. This encroachment is temporary. **January 17, 2018.**
- M. **1734 Trewin Ct.** – installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **January 17, 2018.**
- N. **907 Foliage Lane** – installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **January 17, 2018.**
- O. **405 King St.** – installing a 16" x 30" right angle sign secured to a 1 ½ "steel square tube bracket using 3/8" anchor bolts that are 6" in length. This encroachment is temporary. **January 17, 2018.**

G. Miscellaneous or Other New Business

1. A Resolution for the Adoption of the Revised Charleston Regional Hazard Mitigation Plan by Charleston City Council.

Councilmember Keith Waring,
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.



City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

January 24, 2018

Mr. Kirk R. Richards, P.E.
Assistant District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd.
North Charleston, SC 29406

RE: Maintenance of Sidewalk Standard and Non-Standard Construction Materials at Beaufain Street (S-393) and Smith Street (S-871).

Dear Mr. Richards:

This letter concerns the proposed installation of an 8 foot wide by 292 linear foot long concrete sidewalk along with 297 linear feet of granite curb to be constructed in conjunction with the Harleston Gates project within the SCDOT right-of-way at Beaufain Street (S-393) and Smith Street (S-871). It is our intention these will be public sidewalks.

The City Council of Charleston, at its meeting held January 23, 2018, agreed to accept full maintenance responsibility for the proposed sidewalk within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain this sidewalk and corner accessibility ramps in compliance with current ADA and SCDOT standards (*ADA Standards for Transportation Facilities*, *SC Highway Design Manual*, *SCDOT Standard Drawings*, *AASHTO Guide for Development of Pedestrian Facilities*).

Should there be any questions, please do not hesitate to contact me at 843-724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

Copy to:

Melvin Brown, Superintendent, Streets and Sidewalks

Thomas F. O'Brien, Deputy Director

Matthew Blackwell, Site Development Manager

Brian Pokrant, GIS Analyst

Kyle Neff, HLA

LSC/ajd

29A Leinbach Drive
Charleston, SC 29407-6988
Tel. 843.763.1166
www.hlainc.com



October 31, 2017

Tom O'Brien
Deputy Director of Technical Services
City of Charleston
2 George Street
Charleston, SC 29401

RE: Harleston Gates (170126-SmithSt-1) SCDOT Maintenance Request

Mr. O'Brien,

The SCDOT is requesting that the City of Charleston provide them with a maintenance letter for non-standard materials located in the right of way along Beaufain St. and Smith St. that is associated with the Harleston Gates project. Please see the attached layout showing the areas and quantities of the materials.

Please feel free to contact me with any questions.

Sincerely,

John S. Lester, PE, PLS
Chairman

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CALATLANTIC GROUP, INC. ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of CHARLESTON, State of South Carolina, identified as (list street names) CLARET CUP WAY, SPINDLEWOOD, WAY, WATER LOTUS DRIVE as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3, TMS NO. 301-00-00-692 (36.294 AC) TO CREATE GRAND TERRACE AT GRAND OAKS CONTAINING 85 LOTS (5.647 AC), RIGHT OF WAYS (3.236 AC), AND I.I.O.A. AREAS (27.411 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA prepared by HLA, INC. dated June 19, 2017, revised _____, and recorded on _____ in Plat Book _____ at page _____ in the RMC Office for CHARLESTON County. Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the GRAND BEES DEVELOPMENT, LLC dated March 20, 2015 and recorded in Book 0463 at Page 943 in the RMC Office for CHARLESTON County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.

301-00-00-692

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 12 day of OCTOBER 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kelsey Hathaway
Witness Number One
Printed Name

Caithlyn Bailey
Witness Number Two
Printed Name

Grantor

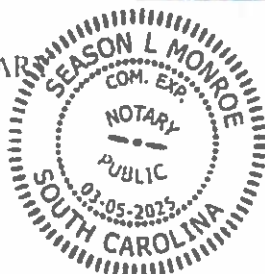
Ron Bullman
Printed Name
Title LD MANAGER

STATE OF South Carolina)
COUNTY OF Berkeley) ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Ron Bullman, the Land manager of CalAtlantic Group, a _____, on behalf of the Grantor on the 12th day of October, 2017.

Signature of Notary: Season Monroe
Print Name of Notary: Season Monroe
Notary Public for: Berkeley County
My Commission Expires: 3.5.25

SEAL OF NOTARY



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CALATLANTIC GROUP, INC.
to THE CITY OF CHARLESTON on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

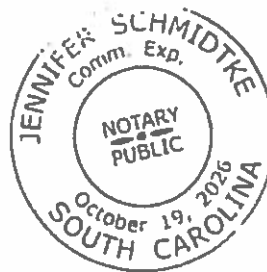
4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

R Bullman
Responsible Person Connected with the Transaction

Ron Bullman
Print or Type Name Here
LO Manager

Sworn this 17 day of Oct 2017
Jennifer Schmidt
Notary Public for
My Commission Expires: 10-19 2026



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this _____ day of _____ 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and CalAtlantic Group, Inc. (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a tract of _____ property identified by and designated as Charleston County tax map number 301-00-00-692 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced tract of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced tract of property and which are more fully shown on that certain plat entitled:

2. FINAL PLAT SHOWING THE SUBDIVISION OF TRACT 3, TMS NO. 301-00-00-692 (36,294 AC) TO CREATE GRAND TERRACE AT GRAND OAKS CONTAINING 85 LOTS (5,647AC), RIGHT OF WAYS (3,236AC), AND H.O.A. AREAS (27.41 AC) PROPERTY OF CALATLANTIC GROUP, INC. LOCATED IN THE CITY OF CHARLESTON CHARLESTON COUNTY, SOUTH CAROLINA

Prepared and executed by HLA, INC. dated June 19, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1 Kelsey Hathaway
Witness #2 Caithlyn Bailey

OWNER:

Name: Ron Bullman
CALATLANTIC GROUP, INC.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Ron Bullman, the LD MANAGER of CALATLANTIC GROUP, a _____, on behalf of the Owner on 10-12-17.

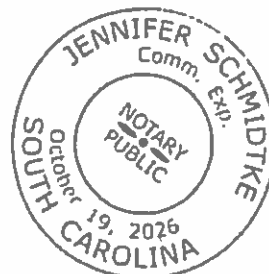
Signature: Jennifer Schmittke

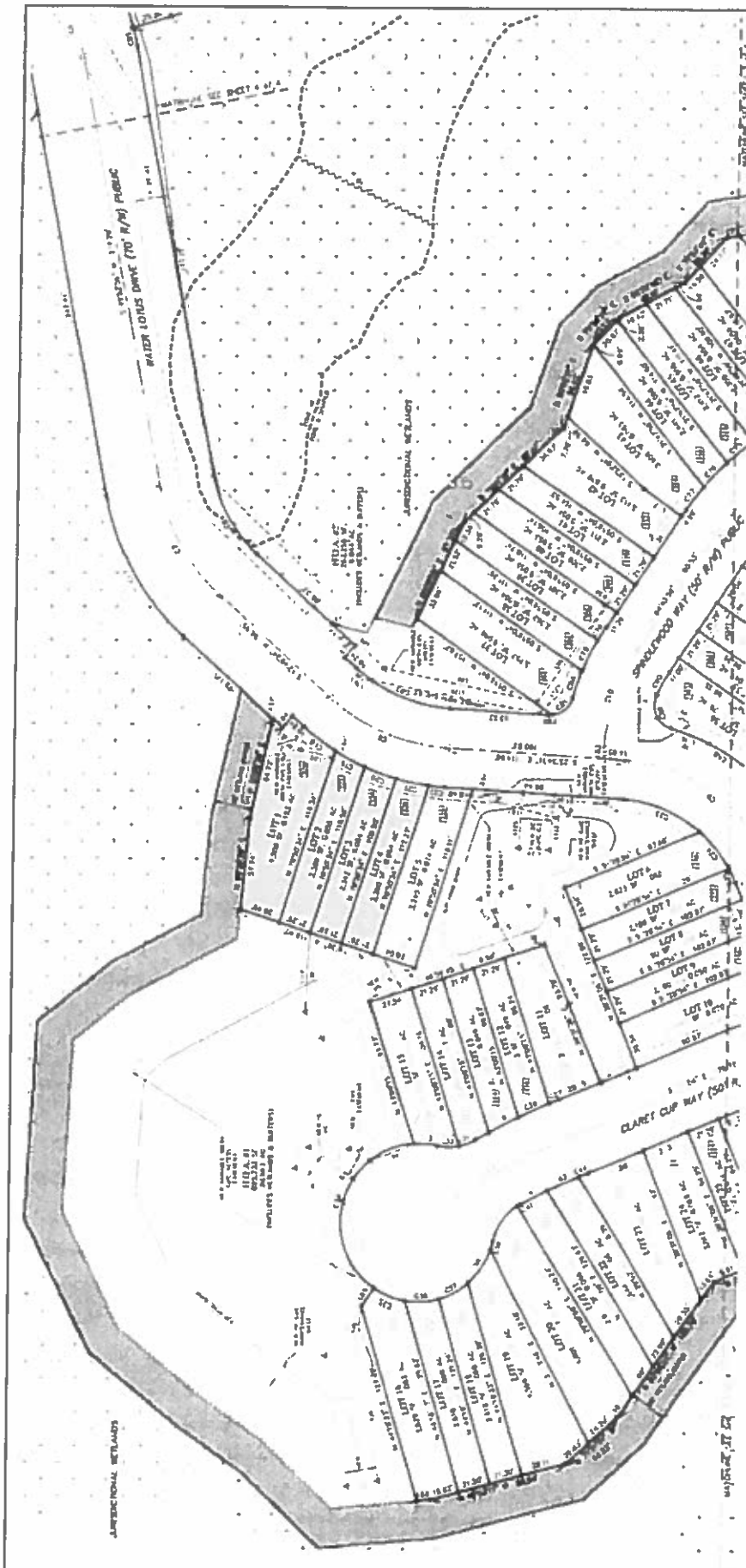
Print Name of Notary: Jennifer Schmittke

Notary Public for CalAtlantic Homes

My Commission Expires: 10-19-2026

SEAL OF NOTARY





FINAL PLAT SHOWING
THE SUBDIVISION OF TRACT 3,
THIS NO. 301-40-00-002 (26.294 AC)
TO CREATE
GRAND TERRACE AT GRAND OAKS
CONTAINING 23 LOTS (3.647 AC),
RIGHT OF WAYS (12.18 AC), AND
H.O.A. AREAS (27.41 AC)

PREPARED BY
CALATLANTIC GROUP, INC.

1:10000 SCALE
1" = 100' 0"

THE PLAT IS THE PROPERTY OF CALATLANTIC GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALATLANTIC GROUP, INC.

HLA INC.
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101

SHEET 2 OF 2

PLANNING LANE ONLY
CLARET CLAY WAY
BAYVIEW DRIVE

APPROVED BY
[Signature]
DATE 05/11/00

IT IS THE POLICY OF HLA INC. TO PROVIDE THE BEST QUALITY OF SERVICE TO ITS CLIENTS. HLA INC. IS A PROFESSIONAL CORPORATION AND IS NOT A PUBLIC UTILITY. HLA INC. IS NOT A PUBLIC UTILITY AND IS NOT A PUBLIC UTILITY.

HLA INC.
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1100 FAX: 303.733.1101



1. THE PLAT IS THE PROPERTY OF CALATLANTIC GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALATLANTIC GROUP, INC.

2. THE PLAT IS THE PROPERTY OF CALATLANTIC GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CALATLANTIC GROUP, INC.

RECORD 8 1100 500 1100

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that Oak Bluff Development, LLC
 ("Grantor") in the state aforesaid, for and in consideration of the sum of
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and
 assigns, forever, the following described property which is granted, bargained, sold and released
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Berkeley
 State of South Carolina, identified as (list street names) "OAK BLUFF AVENUE 30' R/W" and
 "TANGLES TRAIL 30' R/W"

as shown and designated on a plat entitled "SUBDIVISION PLAT SHOWING OAK BLUFF
 PHASE 1B (4.742 AC.), A PORTION OF TRACT A, TMS 269-00-00-043, PROPERTY OF
 OAK BLUFF DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON,
 BERKELEY COUNTY, SOUTH CAROLINA"

prepared by Andrew C. Gillette
 dated August 4, 2017, revised _____, and recorded on _____
 in Plat Book _____ at Page _____ in the ROD Office for Berkeley County.
 Said property butting and bounding, measuring and containing, and having such courses and
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the
 Hofford Farm Hill, LLC dated March 20, 2015 and recorded
 April 10, 2015 in Book 11314 at Page 44 in the ROD Office for
 Berkeley County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

269-00-00-043

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this _____ day of December 2017.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Susan Bahr
Printed Name

[Signature]
Witness Number Two

Chelsea Clayton
Printed Name

Grantor
[Signature]

James Cone, CFO
Printed Name

STATE OF South Carolina)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the CFO of Oak Bluff Development, LLC, a SC limited liability company, on behalf of the Grantor on the 12 day of December, 2017.

Signature of Notary: [Signature]
Print Name of Notary: Holly Sellers
Notary Public for: South Carolina
My Commission Expires: 4/22/24



SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by Oak Bluff Development, LLC
to City of Charleston on December, 2017.
3. Check one of the following: The deed is
 - (A) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #1 Value less than \$100.00 (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) ☐ The fee is computed on the fair market value of the realty which is _____
 - (C) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is N/A.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

And Blonquist
Responsible Person Connected With the Transaction

Andru Blonquist, Sr. VP Land Development
Print or Type Name Here

Sworn this 12th day of December, 2017

[Signature]
Notary Public for South Carolina
My Commission Expires: 4/22, 2024



STATE OF SOUTH CAROLINA)
)
)
COUNTY OF BERKELEY)

EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON

This Agreement is made and entered into this day of December 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and Oak Bluff Development, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Berkeley _____ County tax map number 269-00-00-043 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

“SUBDIVISION PLAT SHOWING OAK BLUFF PHASE 1B (4.742 AC.), A PORTION OF TRACT A, TMS 269-00-00-043, PROPERTY OF OAK BLUFF DEVELOPMENT LLC, LOCATED IN THE CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA”

Prepared and executed by Andrew G. Gillette dated August 4, 2017,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the ROD Office for Berkeley, South Carolina (herein the "Plat").
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

Witness #1

Witness #2

OWNER:

Name: Oak Bluff Development, LLC
James Cone, CFO

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by James Cone, the CFO of Oak Bluff Development, LLC, a SC limited liability company, on behalf of the Owner on 12/12/17.

Signature: _____

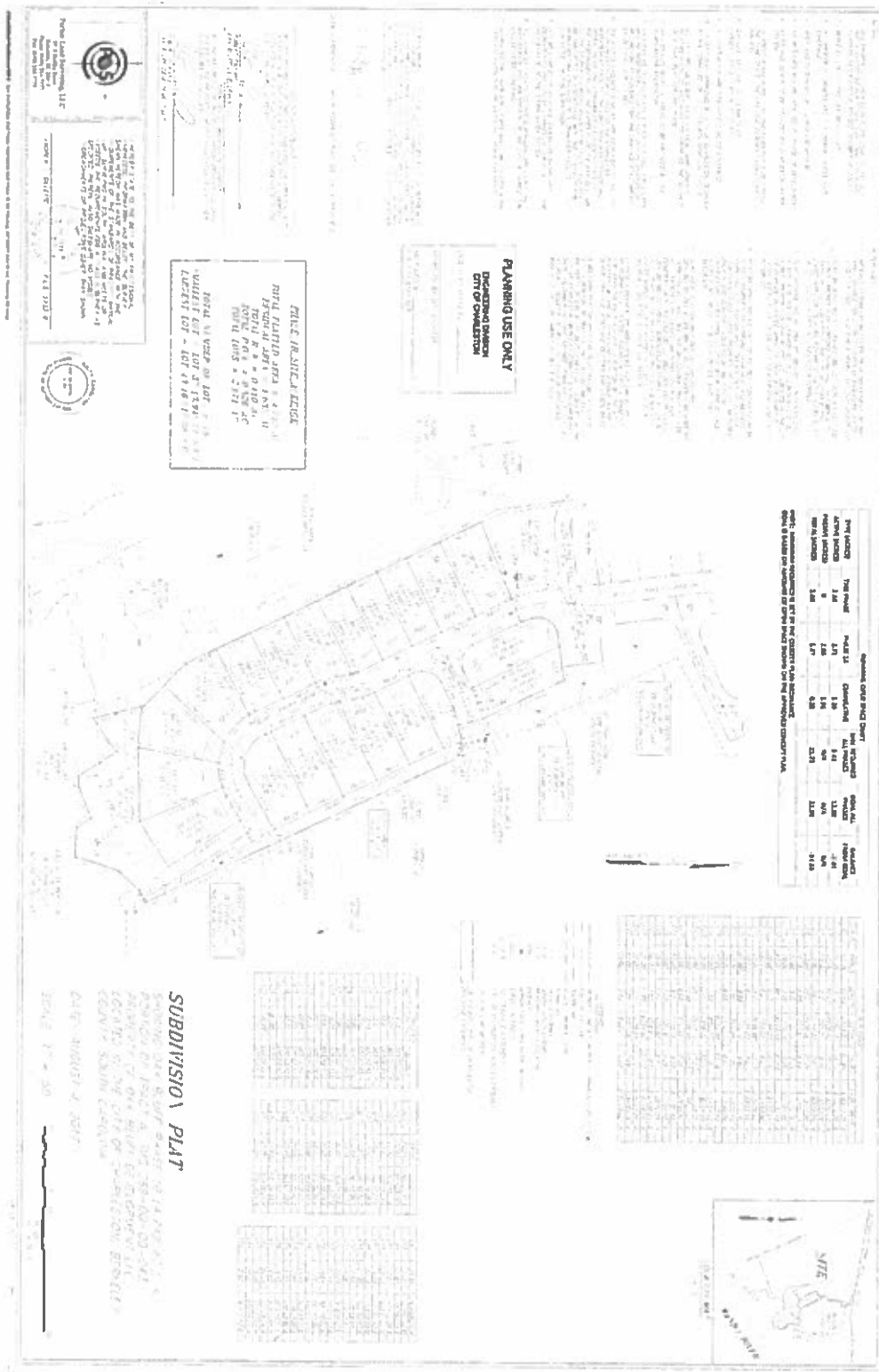
Print Name of Notary: Holly Sellers

Notary Public for South Carolina

My Commission Expires: 4/22/24

SEAL OF NOTARY







City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

MEMORANDUM

To: Mayor John T. Tecklenburg

Councilmembers of the City of Charleston

From: Laura S. Cabiness, P.E. Director

Department of Public Service

Date: January 17, 2018

Subject: Charleston Regional Hazard Mitigation Plan 2017-2018

The Department of Public Service has worked with Charleston County to review and update the Charleston County Hazard Mitigation Plan for 2017-2018 as required by FEMA. This allows the City to be eligible for certain federal disaster funds and assists with our CRS Rating. Copies of the Executive Summary are provided herein to the Mayor and all Councilmembers of the City of Charleston. The entire plan is available for review at www.charlestoncounty.org/departments/building-inspection-services/files/hazard-mitigation-plan.pdf

If you should any additional questions please do not hesitate to contact me at 843-724-3754.

CC: Thomas F. O'Brien, Jr. Deputy Director, Department of Public Service

Edye Graves, Chief Building Official

Mark Wilbert, Emergency Manager

Executive Summary for the Charleston Regional Hazard Mitigation Plan 2017-2018, 5 year update

Purpose

- Preparation and maintenance of a hazard mitigation plan is a Federal requirement to comply with the Disaster Mitigation Act of 2000.

The Hazard Mitigation Plan allows the covered jurisdictions the ability to receive:

- FEMA Pre- and Post-Disaster Assistance
- FEMA hazard mitigation project grants
- CRS credit (applicable to many hazard and floodplain management activities of the County)

Process

- Federal Requirement that the Plan must be updated and re-adopted every 5 years to maintain active status.
 - The Charleston Regional Hazard Mitigation and Public Information Committee participates in, recommends and approves updates and changes to the Plan. The Committee is made up of representatives from 31 local jurisdictions and agencies, and 177 non-profit and private partners, making this a regional plan.
 - County Council is asked to approve and adopt the plan for the next 5 years
 - Improvements are made yearly between adoptions and Council is notified
 - Common Plan for all communities but each jurisdiction/agency adopts it independently in order to be eligible for FEMA assistance, grants and CRS credit.

Jurisdictions and Agencies Participating and Adopting the Hazard Mitigation Plan:

Unincorporated Charleston County

Town of Awendaw
City of Charleston
City of Folly Beach
Town of Hollywood
City of Isle of Palms
Town of James Island
Town of Kiawah Island
Town of Lincolnville
Town of McClellanville
Town of Meggett
Town of Mount Pleasant
City of North Charleston
Town of Ravenel
Town of Rockville
Town of Seabrook Island

Town of Sullivan's Island

Charleston County Parks and Recreation Commission
Charleston County School District
Charleston Water System
College of Charleston
Cooper River Parks & Playground Commission
James Island Public Service District Commission
Mount Pleasant Waterworks Commission
North Charleston District
North Charleston Sewer District
Roper St. Francis Healthcare
St. Andrews Parish Park & Recreation Commission
St. Andrews Public Service District
St. John's Fire District Commission
St. Paul's Fire District Commission

Practice

- The plan includes detailed sections describing the following:
 - Background of the Charleston Region
 - Goals of the Plan
 - Details of the planning process – input via citizen and jurisdiction surveys and Committee input through meetings.
 - Hazard Identification and Assessment
 - Problem Assessment – vulnerabilities in buildings, infrastructure and critical facilities; known flood damages and impacts; economic impact; and resiliency to hazards.
 - Possible Activities – projects through Project Impact, Drainage Improvements
 - Action Plans and Status Reports
 - All jurisdictions must create this document; outlines all the hazard mitigation actions that each jurisdiction is conducting along with a status of the project
 - Public Information Plan is included as Appendix A.1. A stand-alone analysis and plan is required for CRS credit.

A RESOLUTION FOR THE ADOPTION OF THE REVISED
CHARLESTON REGIONAL HAZARD MITIGATION PLAN BY
CHARLESTON CITY COUNCIL

Resolution no. - - -

WHEREAS the City of Charleston has experienced the effects of natural and man-made hazard events; and

WHEREAS the Charleston Regional Hazard Mitigation and Public Information Plan Committee has prepared a recommended *Charleston Regional Hazard Mitigation Plan*; and

WHEREAS the recommended *Charleston Regional Hazard Mitigation Plan* has been widely circulated for review by residents / business organizations / professional organizations of the unincorporated and incorporated areas of Charleston County, state, federal, regional and local government agencies and has been supported by those reviewers; and

WHEREAS the City of Charleston originally adopted the *Charleston Regional Hazard Mitigation Plan* in 1999 and readopted it in 2004, 2008 and 2013 and it is required to adopt the amended version of this plan on a five-year cycle for the County to remain eligible for certain Federal programs in which the City of Charleston participates. and

NOW THEREFORE be it resolved that

1. The *Charleston Regional Hazard Mitigation Plan* is hereby adopted as an official plan of the City of Charleston, and
2. The Charleston Regional Hazard Mitigation and Public Information Plan Committee is recognized as a continuing entity charged with reviewing, maintaining in accordance with Community Rating System, Flood Mitigation Assistance, disaster Mitigation Act and Program for Public Information requirements, and periodically reporting on the progress towards and revisions to the plan to the City Council of Charleston.

Effective this ____ Day of _____, 2018